

Michael Koss
President/Principal
Exotic EuroCars
22223 Ventura Boulevard
Woodland Hills, California 91364

October 21, 2014

Via Facsimile, And First Class Mail

Dear Mr. Koss,

Time is of the essence!

We write this letter seeking reasonable assurance of performance.

On or about October 3, 2014, the undersigned tender the consideration due pursuant to the contract signed with the undersigned for the 2015 Lamborghini Huracan. Enclosed please find a copy of the undersigned's tender for your convenience.

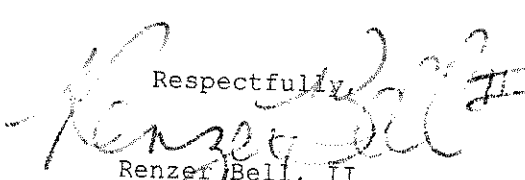
The undersigned hereby avails himself of the sound logic, and protection of ***UCC 2-609*** by requesting reasonable assurance of your performance in writing.

Kindly provide us with a date certain when your performance due pursuant to the contract will be completed.

Time is of the essence!

Thank you for your attention, and consideration.

Respectfully,


Renzer Bell, II
(904) 766-7312

Encl.

EXHIBIT P

October 21, 2014

Michael Koss
President/Principal
Exotic EuroCars
22223 Ventura Boulevard
Woodland Hills, California 91364

Via Facsimile, And First Class Mail

Dear Mr. Koss,

You are hereby noticed that the undersigned has elected to exercise its option pursuant to the contract enclosed for your convenience to tender to you the buyer's order/purchase agreement/bill of sale/contract for a second 2015 Lamborghini Huracan.

The agreed price for the second 2015, or 2016 Lamborghini Huracan is MSRP plus \$20,000.00.

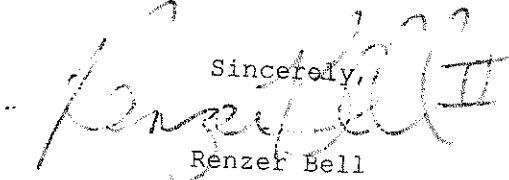
Kindly notice the undersigned which entity will serve as your agent/lessor for purposes of the instant transaction.

You should note that the undersigned has not been made aware that you paid for the first Lamborghini Huracan therefore, the undersigned hereby demands reasonable assurance of performance from you in **writing** before proceeding further in the performance of its contractual obligations pursuant to an additional 2015 Lamborghini Huracan. Your written reply should include the name, and contact details of your agent/lessor to be used for the acquisition of the additional 2015 Lamborghini Huracan in order that the undersigned's tender conform to your requirements.

The Uniform Commercial Code at **UCC 2-609** suggests that we make our intentions clear in an effort to avoid premature litigation.

Thank you for your attention, and consideration.

Sincerely,


Renzer Bell

(904) 768-7350

(904) 766-7312

Encl.

EXHIBIT 27

ASSIGNMENT OF CONTRACT OF SALE - MOTOR VEHICLE

1. For the consideration of \$20,580.00 plus other good and valuable consideration, RENZER BELL (the "Seller"), does hereby sell, assign and transfer to EXOTIC EURO CARS, AND MICHAEL KOSS (the "Buyer"), whose address is 22223 Ventura Boulevard, Woodland Hills, California 91364, its right to purchase the following described motor vehicle (the "Vehicle"):

Make: PORSCHE
 Model: 911 GT3 RS
 Year: 2016
 VIN [to be provided by the car dealer]

2. Buyer agrees to hold the consideration due the Seller in trust for the Seller's exclusive benefit upon receipt by the Buyer of the buyer's order/purchase agreement/bill of sale/contract from the Seller or car dealer, of said Vehicle. Buyer agrees to remit to Seller, or its agents or assigns, within forty-eight (48) hours of receipt by the Buyer, or its agents or assigns, of the buyer's order/purchase agreement/bill of sale/contract from the Seller or car dealer, of said Vehicle the above mentioned \$20,580.00 held in trust plus any and all amounts due pursuant to paragraph 5 below. Buyer agrees to reimburse Seller whatever monies Seller has disbursed to car dealer to secure the purchase of the Vehicle described in paragraph 1 above within seventy-two (72) hours of the signing of this Agreement.
3. Buyer agrees and warrants that it and/or its agents or assigns will not under any circumstances contact or communicate with the car dealer of the Vehicle described in the above paragraph 1 unless Buyer receives specific written authorization from the Seller. Buyer further agrees and warrants that the terms and conditions of this agreement are confidential and that it will not, under any circumstances, disclose the terms and conditions of this agreement to any person and/or any entity unless Buyer receives specific written authorization from the Seller.
4. Buyer agrees to pay the sales price of MSRP + \$80,000.00 to the car dealer plus any applicable luxury tax, registration, car dealer fees and title fees within two (2) business days of the car dealer's notification to Seller that the Vehicle is available for pickup and/or delivery and acknowledges that it understands that the sales price agreed to is F.O.B. shipping point.
5. Buyer agrees that in the event that there is a difference in price, discounted from the price herein mentioned, negotiated by and between the Seller and the car dealer and the above-mentioned price of MSRP + \$80,000.00 plus any applicable luxury tax, registration, car dealer fees and title fees, the Buyer agrees to remit said difference in price to Seller pursuant to the mandates of the above paragraph 2.
6. The Seller may within thirty (30) days of its tender to the Buyer of the buyer's order/purchase agreement/bill of sale/contract as required above in paragraph two (2) notify the Buyer that the Seller is exercising its right, hereby established, to tender the buyer's order/purchase agreement/bill of sale/contract for a second automobile similar in specification as the automobile specification in the instant transaction.
 - a) The second automobile transaction shall be executed pursuant to the very same terms, and conditions as the first transaction.
 - b) The second automobile must be the same make, model, and year as the automobile transacted in the first transaction except where the manufacturer has introduced a later/newer model in which case the later/newer model may be substituted as the subject automobile of the buyer's order/purchase agreement/bill of sale/contract tendered by the Seller.
 The second automobile transaction does not require the signing of an additional contract by the Seller, or Buyer identified herein.
7. Buyer will not hold Seller liable for any damages or breach of this agreement if the car dealer is unwilling or unable to deliver the Vehicle referred to in paragraph 1, and/or if the car dealer breaches its agreement with the Seller, and/or for any acts of the car dealer and/or third parties.
 - a) In the event the Buyer does not comply with the terms and conditions set forth in the above paragraph 4, Buyer agrees and warrants that any and all sanctions and/or charges levied by the car dealer because of said noncompliance shall be borne by the Buyer.
8. The Vehicle is being transferred to Buyer on an "AS IS" basis, with no warranties, express or implied, by Seller, as to the condition of the Vehicle.
9. In the event the Buyer does not comply with the terms and conditions set forth in the above paragraphs 2, 3, 4, 5, or 7, Buyer agrees and warrants that the Buyer is required to make a payment to the Seller of One Hundred Seventeen Thousand, Nine Hundred Eighty Dollars as partial liquidated damages, to include but

not limited to attorneys fees, for said noncompliance with the aforementioned paragraphs 2, 3, 4, 5, or 7. The Buyer further agrees, warrants, and affirms that the aforementioned liquidated damages payment to the Seller does not represent a penalty.

10. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. This Agreement shall be governed by and construed under the laws of the State of New York, except for its conflict of laws principles. Buyer consents and agrees that all legal proceedings, including but not limited to oral depositions, relating to the subject matter of this Agreement shall be maintained/conducted in courts sitting within the State of New York in Queens, Kings or New York County, and Buyer consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

12. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

13. The undersigned parties acknowledge, accept and will unconditionally abide by all of the terms and conditions of this Agreement.

14. The Buyer unconditionally waives by signing this contract its right, if any, to contest the enforceability of the liquidated damages clause as an affirmative defense, or otherwise refuse to pay the agreed liquidated damages amount contained herein.

15. The Buyer, and Seller consent to freely speak to each other via recorded telephone(s) as is the normal practice in commodities, and securities markets.

16. Facsimile signatures shall be deemed originals for the purposes of this Agreement.

17. The provisions of this contract are binding upon one (1) Buyer, or multiple Buyers as identified in paragraph one (1) of this contract.

18. The parties mutually covenant, represent, warrant, and agree that it is their mutually intent, and bargain which goes to the very essence of this entire agreement that the monetary payments, obligations, and liabilities assumed set forth herein for the benefit of the parties shall be considered for the purposes of Federal Bankruptcy Law exempt from discharge, and non-dischargeable in bankruptcy.

19. In the event of a bankruptcy filing, all parties agree, and covenant to sign a reaffirmation in compliance, and conformity with the Federal Bankruptcy Code.

EXOTIC EURO CARS, AND MICHAEL KOSS

By:

Date:

Authorized Signatory: Exotic Euro Cars, and Michael Koss

RENZER BELL

By:

Date:

Renzer Bell
December 14, 2015

EXHIBIT Q

ALAN BROWN

 DEAL # 803715
**VEHICLE PURCHASE
ORDER AND INVOICE**
SALESMAN Pete

STOCK NO. _____

Customer EXOTIC EURO CARS LEASINGAddress 21650 OXNARD STDate 12/17/15City & State WOODLAND HILLS CA 91364Year 2016 Make PORSCHE

Phone No. _____

Model 911

Driver's License No. _____

Color _____

Mileage 102Serial No. WP0AF2A90GS192143**DISCLAIMER OF WARRANTIES**

The Seller, Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, including Any Implied Warranty of Merchantability or Fitness For A Particular Purpose, and Dealership, Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability in Connection With This Sale.

I Understand That The Prices Shown On This Buyer's Order Reflect All Discounts And Factory Rebates If Applicable.

Buyer's Signature _____

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

DEALER PRICE	300260.00
VIN ETCHING PPP/APP/VPP	N/A
DOCUMENTARY FEE	N/A 100.00
CASH PRICE	
STATE TAX	300260.00
DEALER INVENTORY TAX	
LICENSE/TITLE	N/A
TOTAL CASH PRICE	N/A 300260.00

Owed to

TRADE-IN

N/A

BALANCE

N/A

OWED

Address

Year

Make

Model

Color

Serial No.

Equipment

Net Equity

N/A

Cash Deposit

N/A

Cash Due on Delivery

N/A

N/A

IF BALANCE OWED IS ESTIMATED, UPON VERIFICATION BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE.

Dealer's Inventory Tax

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

CUSTOMER'S SIGNATURE: _____

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in Dallas, TX. In accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The information you see on the window form of this vehicle is a part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

On a cash transaction this offer is not valid unless signed and accepted by Dealer.

On a credit transaction the Buyer(s) offer is not accepted and the transaction is not consummated until (a) approved in writing by Dealer and responsible Bank or Finance Company and (b) all disclosures required by the Federal Consumer Credit Protection Act (Truth In Lending Act) have been given and (c) Buyer(s) and Dealer have signed an Installment Sale Contract. (And approved by Dealer's financial institution).

It is agreed that there are no other warranties, either express or implied, including any implied warranty of merchantability or fitness. In the event the car sold hereunder is a used car, it is agreed that dealer assumes only such warranty obligations to Buyer as are set forth on the face of this order or in a separate written instrument, if any.

I have read the terms and conditions above and on the reverse side hereof, and it is understood and agreed that all of such terms and conditions are a part of this order with the same effect as if they were printed above my signature. It is further understood and agreed that the terms and conditions on the front and back hereof comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized.

Buyer hereby acknowledges the receipt of a copy of this Retail Buyers Order and Invoice and certifies that the price label was affixed to the above described automobile on delivery.

CUSTOMER'S SIGNATURE _____

MANAGER'S SIGNATURE _____

THIS ORDER MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY

OFFICE COPY: WHITE

SALESMAN'S COPY: CANARY

CUSTOMER COPY: PINK

DEAL # 803715
**VEHICLE PURCHASE
 ORDER AND INVOICE**

SALESMAN _____

STOCK NO. _____

Customer **EXOTIC EURO CARS**Address **23371 MULHOLLAND DR**Date **12/17/15**City & State **WOODLAND HILLS CA 91364**Year **2016**Make **PORSCHE**

Phone No. _____

Model **911**

Driver's License No. _____

Color _____

Mileage **102**Serial No. **WP0AF2A90GS192143**

DISCLAIMER OF WARRANTIES
 The Seller, Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, Including Any Implied Warranty of Merchantability or Fitness For A Particular Purpose, and Dealership, Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sale.

I Understand That The Prices Shown On This Buyer's Order Reflect All Discounts And Factory Rebates If Applicable.
 Buyer's Signature _____

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.
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DEALER PRICE	300260.00
VIN ETCHING PPP/APP/VPP	N/A
DOCUMENTARY FEE	N/A 199.00
CASH PRICE	
STATE TAX	300260.00
DEALER INVENTORY TAX	
LICENSE/TITLE	N/A
TOTAL CASH PRICE	300260.00

Owed to _____

Address _____

Year _____

Make _____

Model _____

Color _____

Serial No. _____

Equipment _____

TRADE-IN
 BALANCE
 OWED

N/A

N/A

Net Equity _____

N/A

Cash Deposit _____

N/A

Cash Due on Delivery _____

N/A

**IF BALANCE OWED IS ESTIMATED, UPON
 VERIFICATION BUYER AGREES TO PAY
 AMOUNT EXCEEDING THIS FIGURE.**

Dealer's Inventory Tax

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

CUSTOMER'S SIGNATURE: _____

Total Down Payment	2	
Unpaid Balance of Cash Price	3	N/A
Optional Insurance	4	300260.00
Unpaid Balance - Amount Financed (3 & 4)	5	
FINANCE CHARGE	6	

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in Dallas, TX. In accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The information you see on the window form of this vehicle is a part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

In a cash transaction this offer is not valid unless signed and accepted by Dealer.

In a credit transaction the Buyer(s) offer is not accepted and the transaction is not consummated until (a) approved in writing by lender and responsible Bank or Finance Company and (b) all disclosures required by the Federal Consumer Credit Protection Act (Truth in Lending Act) have been given and (c) Buyer(s) and Dealer have signed an Installment Sale Contract. (And approved by lender's financial institution).

It is agreed that there are no other warranties, either express or implied, including any implied warranty of merchantability or fitness. In the event the car sold hereunder is a used car, it is agreed that dealer assumes only such warranty obligations to Buyer as are set forth on the face of this order or in a separate written instrument, if any.

I have read the terms and conditions above and on the reverse side hereof, and it is understood and agreed that all of such terms and conditions are a part of this order with the same effect as if they were printed above my signature. It is further understood and agreed that the terms and conditions on the front and back hereof comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized.

Buyer hereby acknowledges the receipt of a copy of this Retail Buyers Order and Invoice and certifies that the price label was affixed to the above described automobile on delivery.

CUSTOMER'S SIGNATURE _____

MANAGER'S SIGNATURE _____

THIS ORDER MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY

OFFICE COPY: WHITE

SALESMAN'S COPY: CANARY

CUSTOMER COPY: PINK

DEAL # 803715
**VEHICLE PURCHASE
 ORDER AND INVOICE**

SALESMAN _____

STOCK NO. _____

Customer **EXOTIC EURO CARS**Address **23371 MULHOLLAND DR**City & State **WOODLAND HILLS CA 91364**

Phone No. _____

Driver's License No. _____

Date **12/17/15**Year **2016** Make **PORSCHE**Model **911**

Color _____

Serial No. **WP0AF2A90GS192143**Mileage **102****DISCLAIMER OF WARRANTIES**

The Seller, Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, Including Any Implied Warranty of Merchantability or Fitness For A Particular Purpose, and Dealership, Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sale.

I Understand That The Prices Shown On This Buyer's Order Reflect All Discounts And Factory Rebates If Applicable.
 Buyer's Signature _____

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DEALER PRICE

300260.00VIN ETCHING
PPP/APP/VPP

N/A

DOCUMENTARY FEE

N/A

199.00

CASH PRICE

STATE TAX
DEALER INVENTORY TAX**300260.00**

LICENSE/TITLE

N/A

TOTAL CASH PRICE

300260.00

**IF BALANCE OWED IS ESTIMATED, UPON
 VERIFICATION BUYER AGREES TO PAY
 AMOUNT EXCEEDING THIS FIGURE.**

Owed to _____

Address _____

Year _____

Make _____

Model _____

Color _____

Serial No. _____

Equipment _____

TRADE-IN

N/A

BALANCE
OWED

N/A

Net Equity

N/A

Cash Deposit

N/A

Cash Due on Delivery

N/A

84846.75**Dealer's Inventory Tax**

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

CUSTOMER'S SIGNATURE: _____

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

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It is agreed that there are no other warranties, either express or implied, including any implied warranty of merchantability or fitness. In the event the car sold hereunder is a used car, it is agreed that dealer assumes only such warranty obligations to Buyer as are set forth on the face of this order or in a separate written instrument, if any.

I have read the terms and conditions above and on the reverse side hereof, and it is understood and agreed that all of such terms and conditions are a part of this order with the same effect as if they were printed above my signature. It is further understood and agreed that the terms and conditions on the front and back hereof comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized.

Buyer hereby acknowledges the receipt of a copy of this Retail Buyers Order and Invoice and certifies that the price label was affixed to the above described automobile on delivery.

CUSTOMER'S SIGNATURE _____

MANAGER'S SIGNATURE _____

THIS ORDER MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY

OFFICE COPY: WHITE

SALESMAN'S COPY: CANARY

CUSTOMER COPY: PINK

EXHIBIT R

FW: FedEx Shipment 775280791791 Delivered
Sent By: Wilson Hodges On: Dec 12/23/15 11:58 AM
To: 1031exchangertrust@comcast.net

Wilson Hodges
+ Add to Address Book

From: trackingupdates@fedex.com [mailto:trackingupdates@fedex.com]
Sent: Wednesday, December 23, 2015 9:40 AM
To: Hodges, Wilson
Subject: FedEx Shipment 775280791791 Delivered

Your package has been delivered

Tracking # 775280791791

Ship date:
Tue, 12/22/2015
Exotic Euro Cars
Woodland Hills, CA 91354
US

Delivery date:
Wed, 12/23/2015 9:37
am

Payoffs
Suntrust Bank
41 Rachel Drive CLS Monetary
TN-NASH 7967
NASHVILLE, TN 37214
US

Delivered

Shipment Facts

Our records indicate that the following package has been delivered.

Tracking number:	775280791791
Status:	Delivered: 12/23/2015 09:37 AM Signed for By: J.HOGAN
Signed for by:	J.HOGAN
Delivery location:	NASHVILLE, TN
Delivered to:	Mailroom
Service type:	FedEx Priority Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Deliver Weekday

☐ Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 9:39 AM CST on 12/23/2015.

To learn more about FedEx Express, please go to fedex.com.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above, or go to fedex.com.

The tracking update has been sent to you by FedEx at your request. FedEx does not validate the authenticity of the requestor and does not validate, guarantee or warrant the authenticity of the request, the requestor's message, or the accuracy of this tracking update. For tracking results and terms of use, go to fedex.com.

Thank you for your business.

